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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DFSB KOLLECTIVE CO. LTD., a
Korean corporation,

Plaintiff.

vs.

CJ E&M, INC., a Korean corporation;
CJ E&M AMERICA, INC., a California
corporation.

Defendant.

Case No. 2:15-cv-01650-SVW-FFM
DISCOVERY MATTER:

**JOINT STIPULATION RE:
PLAINTIFF DFSB KOLLECTIVE
CO. LTD.'S MOTION TO COMPEL
DEFENDANTS TO REMOVE
BLANKET DESIGNATION OF
PRODUCTION AS "HIGHLY
CONFIDENTIAL" AND FOR FEES
& COSTS INCURRED IN
BRINGING THIS MOTION**

Magistrate: Hon. Frederick Mumm
Date: January 12, 2016
Time: 10:00 a.m.
Crtrm : 580

Pre-Trial Conference: Feb. 22, 2016
Trial Date: March 1, 2016
Discovery Cut-Off Date: Feb. 1, 2016

1 Pursuant to Federal Rule of Civil Procedure 37 and Local Rule 37-2.1,
 2 Plaintiff DFSB Kollective Co. Ltd. (“DFSB”), as movant, and Defendants CJ E&M
 3 and CJ E&M America, Inc. (collectively, “CJ E&M”), as respondents, hereby
 4 submit this Joint Stipulation concerning DFSB’s motion to compel re-designations
 5 of defendants’ document productions. Pursuant to Local Rule 37-2, this Joint
 6 Stipulation was prepared following the parties’ conference of counsel, which
 7 initially took place on November 9, 2015. The hearing on DFSB’s motion will take
 8 place on January 12, 2016 at 10:00 a.m., or as soon thereafter as it may be heard,
 9 before the Honorable Frederick F. Mumm, United States Magistrate Judge, in
 10 Courtroom 580 of the United States District Court, Central District of California,
 11 Western Division, located at 312 North Spring Street, Los Angeles, California
 12 90012.

13 **I. INTRODUCTORY STATEMENTS**

14 **A. DFSB’s Introductory Statement**

15 The Court should: (1) order CJ E&M to re-designate their production to, at
 16 most, “confidential” within three days of the Court’s ruling, and (2) award costs and
 17 fees to DFSB related to this motion.

18 Under the stipulated protective order (Dkt. No. 34), the parties may designate
 19 discovery as “confidential” or “confidential—attorney’s eyes only.” “Confidential
 20 information” is defined as:

21 any information, testimony, answers, documents, or other discovery
 22 materials of a non-public scientific, technical, competitive, marketing
 23 or financial information that a Producing Party believes in good faith
 24 should not be disclosed to the general public.

25 *Id.* ¶ 5.1. “Confidential—attorney’s eyes only” information is defined as:

26 discovery materials of an allegedly confidential, proprietary and/or
 27 trade secret nature which is of a particularly sensitive nature of the type
 28 that could be readily exploited for commercial advantage by a
 competitor including, without limitation, proprietary trade secrets or
 competitively sensitive data, customer lists, business, product or
 marketing plans, product testing results, cost data, pricing information,
 internal training materials, and nonpublic financial data.

1 *Id.* ¶ 5.2. The primary difference between these two designations is that
 2 “confidential—attorney’s eyes only” may *not* be shown to “officers, directors, and
 3 employees of the Receiving Party to whom disclosure is reasonably necessary for
 4 this Action.” (*Id.* ¶ 7.3)

5 The protective order is clear that each party must be careful about designating
 6 information as either “confidential” or “confidential—attorney’s eyes only” :

7 Each Party or Non-Party that designates information or items for
 8 protection under this Order must take care to limit any such designation
 9 to specific material that qualifies under the appropriate standards. The
 10 Designating Party must designate for protection only those parts of
 11 material, documents, items, or oral or written communications that
 12 qualify so that other portions of the material, documents, items, or
 13 communications for which protection is not warranted are not swept
 14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited.
 16 Designations that are shown to be clearly unjustified or that have been
 17 made for an improper purpose (e.g., to unnecessarily encumber the case
 18 development process or to impose unnecessary expenses and burdens
 19 on other parties) may expose the Designating Party to sanctions.

20 *Id.* ¶ 5.3. The protective order further emphasizes that “[i]t is the intent of the
 21 parties that information will not be designated as confidential for tactical reasons
 22 and that nothing be so designated without a good faith belief that it has been
 23 maintained in a confidential, non-public manner, and there is good cause why it
 24 should not be part of the public record of this case.” *Id.* ¶ 1. The burden of
 25 persuasion for such designations is on the designating party. *Id.* ¶ 6.3.

26 Defendants have produced over 12,500 pages—over 90% of which have been
 27 designated “attorney’s eyes only.” These have included:
 28

- 29 • Emails arranging the timing of conference calls
- 30 • Pages containing only the phrase “CJ E&M”
- 31 • A map of a conference center in Los Angeles.

- Email exchanges from at least a year ago with a music service that will close in January 2016.¹

Although defendants have justified their designations on the ground that the plaintiff is a “purported competitor” to defendants, their designations involve information that cannot reasonably be characterized as trade secrets or competitively sensitive information that would damage CJ E&M if disclosed to plaintiff. Even if defendants could identify information that is sensitive, a designation of “confidential” would suffice because it would ensure that the information is only used for purposes of this litigation and cannot be publicly disclosed.

Consequently, the Court should order CJ E&M to: (1) re-designate their production to, at most, “confidential” within three days of the Court’s ruling, and (2) pay costs and fees associated to DFSB for pursuing this motion.

B. CJ E&M's Introductory Statement

The Court should deny DFSB’s motion because: (1) CJ E&M’s documents concern sensitive business information that is squarely protected by the Parties’ stipulated protective order; (2) DFSB does not identify with specificity which documents it contends are incorrectly designated; and (3) despite CJ E&M’s good-faith designations, it has made best efforts to accommodate DFSB’s requests. As such, the court should award CJ E&M’s attorney’s fees and costs in opposing this motion.

CJ E&M and DFSB, (collectively, “Parties”) entered into a stipulated protective order affording protection to sensitive business information:

Confidential – Attorneys’ Eyes Only” information is defined as “any information . . . allegedly confidential, proprietary and/or trade secret nature which is of a particularly sensitive nature of the type that could

¹ This is a sample of the thousands of pages of documents that have been designated as “attorney’s eyes only.” The burden is on defendants to justify their designation of each page.

1 be readily exploited for commercial advantage by a competitor
 2 including, without limitation, proprietary trade secrets or *competitively*
 3 *sensitive data, customer lists, business, product or marketing plans,*
 4 *product testing results, cost data, pricing information, internal training*
 materials, and nonpublic financial data.

5 (Dkt. No. 34 [Section 5.2 (emphasis added)].)

6 Here, DFSB is a competitor of CJ E&M in the licensing and distribution of
 7 Korean music both in the U.S. insofar as it asserts in its own Complaint that it has
 8 “exclusive licenses to reproduce, distribute, publicly perform and publicly display in
 9 the United States numerous works of Korean pop music . . .” (Dkt. No. 1.) It
 10 further, purports to distribute Korean sound recordings through various services in
 11 the U.S., such as YouTube, Apple Music, Apple iTunes Store, and Deezer. Given
 12 that commercial distribution of songs in the U.S. is directly at issue in this litigation,
 13 CJ E&M’s relevant documents pertain to term sheets, marketing strategy, and other
 14 sensitive information arising out of business relationships with third-party entities.
 15 In many of those relationships with third parties, CJ E&M is bound by a contractual
 16 obligation to maintain the confidentiality of the third parties’ sensitive information.

17 Thus, in an effort to provide a complete disclosure of its documents for the
 18 purposes of the instant action while protecting against a direct competitor gaining an
 19 unfair advantage by becoming privy to such sensitive information, CJ E&M has in
 20 good faith designated on a case-by-case basis its documents as “Attorneys’ Eyes
 21 Only.” Furthermore, CJ E&M has made best efforts to accommodate and cooperate
 22 with DFSB’s requests and has asked it to specify which documents were at issue.
 23 Instead of receiving a response to that offer, CJ E&M instead received a copy of the
 24 instant motion from DFSB requesting a complete de-designation of all of CJ E&M’s
 25 production.

26 Thus, the Court should deny DFSB’s motion and award CJ E&M costs
 27 associated with defending this motion.

1 **II. ARGUMENTS**

2 **A. DFSB's Position**

3 **1. Background**

4 On October 28, 2015, defendants produced 215 documents totaling 1847
 5 pages. 100% of this production was designated the equivalent of “confidential—
 6 attorney’s eyes only.” On October 30, 2015, plaintiff’s counsel objected to these
 7 indiscriminate designations and asked that defendants re-designate within seven
 8 days. (Declaration of Jonathan Gottfried (“Gottfried Decl.”) Ex. 1) On November
 9 6, defense counsel responded that plaintiff was “a purported competitor” who
 10 would improperly exploit the “nonpublic, sensitive communications” in defendants’
 11 production. (*Id.* Ex. 2) On November 9, the parties conferred in order to resolve
 12 their differences. After that conversation, defense counsel agreed to review the
 13 production in order to determine whether to re-designate any documents. (*Id.*) No
 14 re-designations were made.

15 On December 3, 2015, defendants produced an additional 1,940 documents
 16 totaling 10,680 pages. Over 90% of these pages were designated the equivalent of
 17 “confidential—attorney’s eyes only.” On December 7, 2015, plaintiff’s counsel
 18 objected to this mass designation and indicated his intent to file this motion with the
 19 Court.

20 **2. Defendants failed to abide by the protective order’s**
 21 **requirement to “take care to limit any such designation to**
 22 **specific material that qualifies under the appropriate**
 23 **standards.”**

24 The Court’s protective order requires that, before designating any discovery
 25 as “confidential” or confidential—attorney’s eyes only,” a party must: (1) have “a
 26 good faith belief that it has been maintained in a confidential, non-public manner,
 27 and there is good cause why it should not be part of the public record of this case,”
 28 and (2) avoid “[m]ass, indiscriminate, or routinized designations.” (Dkt. No. 34
 ¶¶ 1, 5.3) These measures serve important purposes. As one court explained:

1 While umbrella orders provide a mechanism for the court to resolve
 2 discovery disputes concerning confidential designations without the
 3 need for document-by-document adjudication of all production, they do
 4 not relieve the parties of their burden to consider vigilantly the need for
 5 protection of each document. The utility of this approach is eviscerated
 6 when parties liberally over-designate in the first instance, thereby
 7 postponing rather than eliminating the need for close judicial scrutiny
 8 and ultimately “delaying rather than expediting the litigation.”

9
 10 *Minter v. Wells Fargo Bank, N.A.*, No. CIV WMN-07-3442, 2010 WL 5418910, at
 11 *3 (D. Md. Dec. 23, 2010) (quoting Manual for Complex Litigation § 11.432 (4th
 12 ed. 2010)) (sanctioning party that “indiscriminately designated more than 52,000
 13 documents produced in discovery as ‘confidential’ in violation of their ‘good faith’
 14 burden under the Confidentiality Order”).

15 The harms of over-designation are well-known:

16 Many courts have held that the indiscriminate use of an AEO
 17 designation poses “a significant handicap on the restricted litigant”
 18 because “[d]iscovery, trial preparation, and trial are made more difficult
 19 and expensive if an attorney cannot make complete disclosure of the
 20 facts to the litigant.” *Arvco Container Corp. v. Weyerhaeuser*, No.
 21 1:08-cv-548, 2009 WL 311125, at *6 (W.D.Mich. Feb. 9, 2009). In
 22 addition, “courts cannot ignore the fact that ninety-eight percent of
 23 cases are not tried, but are resolved in mediation and other settlement
 24 methods.” *Id.* Consequently, “it is difficult, and perhaps impossible,
 25 for an attorney to counsel a client to compromise or even abandon a
 26 case on the basis of information kept secret from the client.” *Id.* See
 27 also *K & M Int'l, Inc. v. NDY Toy, L.L.C.*, No. 1:13CV771, 2015 WL
 28 520969 (N.D. Ohio Feb. 9, 2015) (noting that preventing counsel from
 sharing and discussing discovery with their client “creates a substantial
 impediment” to the client’s “ability to prepare and litigate” the claim).

1
 2 *Procaps S.A. v. Patheon Inc.*, No. 12-24356-CIV, 2015 WL 4430955, at *6 (S.D.
 3 Fla. July 20, 2015) (ordering removal of “highly confidential” designations because
 4 “[i]t is difficult to believe that 95% of the documents produced in a court-ordered
 5 forensic examination of Procaps’ electronically stored information (‘ESI’) are all
 6 actually worthy of the ‘highly confidential’ designation.”).

7
 8 Because “attorney’s eyes only” is the most restrictive designation, “[w]hen
 9 this type of designation is challenged, the party seeking to uphold the designation ...
 10 ‘must describe the alleged harm it will suffer from any disclosure ‘with a particular
 11 and specific demonstration of fact, as distinguished from stereotyped and conclusory

1 statements.’” *Procaps S.A.*, 2015 WL 4430955, at *6 (quoting *Penn, LLC v.*
 2 *Prosper Bus. Devel. Corp.*, No. 2:10-cv-0993, 2012 WL 5948363 (S.D. Ohio Nov.
 3 28, 2012)).

4 Where—as here—a party has designated almost the entirety of its production
 5 as “attorney’s eyes only,” courts have found that this high percentage, by itself,
 6 justifies the conclusion that the party engaged in a blanket designation in bad faith.
 7 *See, e.g., THK Am., Inc. v. NSK Co. Ltd.*, 157 F.R.D. 637, 645 (N.D. Ill. 1993) (79%
 8 is “absurdly high”); *In re Ullico Inc.*, 237 F.R.D. 314, 317–18 (D.D.C. 2006) (99%
 9 designation rate was a “gross[] abuse[]” of the designation, was done in bad faith
 10 and was a “flagrant unwarranted designation” which “unfairly burdened” the
 11 opposing party). *See generally Healthtrio, LLC v. Aetna, Inc.*, No. 12-cv-03229,
 12 2014 WL 6886923 (D. Col. Dec. 5, 2014) (90% designation rate is “an absurd
 13 number” which is “made all the more absurd by Defendants’ failure to designate a
 14 single document as Confidential but not [AEO],” a scenario which caused the Court
 15 to conclude that Defendants “acted in bad faith by indiscriminately designating
 16 nearly their entire production” as AEO).

17 Defendants’ argument that they must conceal almost every document from
 18 the eyes of plaintiff is unwarranted. If defendants designated the documents as
 19 “confidential” (as opposed to “attorney’s eyes only”), plaintiff would be prevented
 20 from publicly disclosing the information and could only use the information “for
 21 prosecuting, defending, or attempting to settle this Action.” (Dkt. No. 34 ¶ 7.1)
 22 Furthermore, defendants are enormous media conglomerates; and the notion that
 23 plaintiff (a company with less than ten employees) will improperly use confidential
 24 information to undermine defendants’ position in the market is meritless.

25 Consequently, the Court should order defendants to re-designate the entirety
 26 of their production to, at most, “confidential” within three days of the Court’s ruling.
 27
 28

1 **3. The Court Should Award Reasonable Costs, Including
2 Attorney's Fees, to DFSB.**

3 The Court should order defendants to pay \$3,000 in costs and fees to DFSB in
4 connection with its filing of this motion. Under the Court's protective order,
5 “[m]ass, indiscriminate, or routinized designations...may expose the Designating
6 Party to sanctions.” (Dkt. No. 34 ¶ 5.3) Furthermore, the “failure to obey a
7 protective order’s prohibition against indiscriminate designations is covered by Rule
8 37” and its fee-shifting presumption in favor of the party prevailing on a motion to
9 compel. *Del Campo v. Am. Corrective Counseling Serv., Inc.*, No. C-01-21151,
10 2007 WL 3306496, at *4 (N.D. Cal., Nov. 6, 2007).²

11 Because defendants have engaged in indiscriminate designations—and have
12 maintained those designations despite objections by plaintiff’s counsel—the Court
13 should order defendants to pay the costs and fees of DFSB’s counsel in association
14 with this motion. Those amount to \$3,000. (Gottfried Decl. ¶ 5) *See Minter*, 2010
15 WL 5418910, at *7 (“In recognition that defendants failed to conduct a ‘good faith’
16 review required under the Confidentiality Order, thereby undermining the utility of
17 the umbrella protective order and requiring the plaintiffs to file the subject motion,
18 the Court awards reasonable costs, including attorney’s fees, against defendants in
19 the amount of \$10,000 pursuant to Rule 37(a)(5). Fed.R.Civ.P. 37; *see* Manual for
20 Complex Litigation § 11.432 (4th ed. 2004) (‘[t]he designation of a document as
21 confidential should be viewed as equivalent to a motion for a protective order and

22 ² Even if defendants belatedly acknowledge their improper designations, fee-shifting
23 is still warranted. *See Del Campo*, 2007 WL 3306496, at *4 (explaining that a
24 party’s “belated recognition” that the designation could not be supported “does not
25 render its behavior substantially justified and does nothing to undermine the
26 justification for sanctions”); *Paradigm Alliance*, 248 F.R.D. at 605 (explaining that
27 party’s argument that it “fixed things” brought to its attention “is an inadequate
28 response” because the duty of good faith in the protective order is a “duty to review
the documents in good faith before designating them as AEO”) (emphasis in original
by Court).

1 subject to the sanctions of Federal Rule of Civil Procedure 37(a)(5), as provided by
 2 Rule 26(c)'.”).

3 **B. CJ E&M's Position**

4 **1. CJ E&M's Productions Concern Sensitive Business**
 5 **Information that Is Protected by Parties' Stipulated**
 Protective Order.

6 CJ E&M's documents designated the equivalent of “Attorneys’ Eyes Only”
 7 concern sensitive business materials that fall within the scope of Parties’ stipulated
 8 protective order:

9 Confidential – Attorneys’ Eyes Only” information is defined as “any
 10 information . . . allegedly confidential, proprietary and/or trade secret
 11 nature which is of a particularly sensitive nature of the type that could
 12 be readily exploited for commercial advantage by a competitor
 13 including, without limitation, proprietary trade secrets or *competitively*
 14 *sensitive data, customer lists, business, product or marketing plans,*
product testing results, cost data, pricing information, internal training
materials, and nonpublic financial data.

15 (Dkt. No. 34 [Section 5.2 (emphasis added)].) This is consistent with Rule 26 of the
 16 Federal Rules of Civil Procedure, which states in relevant part that “[t]he court may,
 17 for good cause, issue an order to protect a party or person from annoyance,
 18 embarrassment, oppression, or undue burden or expense, including . . . requiring that
 19 a trade secret or other confidential research, development, or *commercial*
 20 *information* not be revealed or be revealed only in a specific way.” Fed. R. Civ. P.
 21 26(c) (emphasis added).

22 The documents here contain negotiations of deals, sensitive marketing
 23 information, and the coordination of business and marketing strategies with
 24 contractual partners. These documents require protection to prevent the competitive
 25 harm that would occur if they fell into the hands of a direct competitor. The
 26 unmitigated disclosure of such information would “harm [CJ E&M’s] competitive
 27 standing,” *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 598 (1978),
 28 because it would educate its competitors as to how they “conduct [their] business

1 and what [their] future plans are.” *In re Adobe Sys., Inc. Sec. Litig.*, 141 F.R.D. 155,
 2 162 (N.D. Cal. 1992).

3 For instance, the production contains sensitive pricing information, such as an
 4 internal deal memo between CJ E&M and a third-party detailing the services to be
 5 provided, renewal terms, fees, and the complete pricing model. (Declaration of
 6 Timothy Yoo (“Yoo Decl.”), Ex. A.) The production also contains sensitive
 7 marketing communications between CJ E&M and its business partner, Beats Music,
 8 regarding the streaming of Korean songs on a major subscription service pursuant to
 9 a curation agreement. These communications detail the launch of the service, how
 10 to best provide users access to songs, the prioritization of music playlists for use on
 11 a mobile devices, what and where advertising will be done, the rate of delivery of
 12 music files, and internet server IP data. (*Id.* Exs. B, C, D, E.) This information
 13 meets the standard articulated by the protective order and would very well “cause
 14 significant competitive harm” to CJ E&M if disclosed to competitors. This standard
 15 applies regardless of the likelihood of an improper disclosure. Rather, it is the
 16 content of the information that determines the level of protection.

17 Disclosure to a competitor, such as DFSB, could significantly harm CJ E&M
 18 if DFSB, for instance, used the information to undercut CJ E&M’s position in
 19 business negotiations with U.S. companies who provide streaming services.
 20 Specifically, Beats Music is now part of Apple, Inc., a juggernaut in the tech
 21 industry. By gaining inside information of deal terms, marketing strategy, and
 22 logistics, DFSB would gain a competitive boost in current and future negotiations
 23 with Beats Music/Apple.

24 Furthermore, this disclosure could also put the relationship between CJ E&M
 25 and its other business partners at risk. And in fact, CJ E&M is bound by contractual
 26 confidentiality obligations to third parties regarding sensitive information it receives
 27 pursuant to those contracts. That third-party confidential information includes
 28 information from Beats Music, which has not waived its claims of the highest

1 confidentiality regarding communications between it and CJ E&M. (Yoo Decl., ¶
 2 3.)

3 Conversely, DFSB does not articulate a reason why it needs personal access
 4 to the documents. It is a competitor of CJ E&M in a limited market of licensing
 5 Korean music in the U.S. In fact, DFSB fails to identify specific documents at issue
 6 that it is disputing and requests a de-designatation *en masse*. CJ E&M's
 7 designations squarely protect documents and discussions as outlined in the
 8 stipulated protective order. Thus, CJ E&M respectfully requests that the Court deny
 9 DFSB's motion.

10 **2. CJ E&M Designations Were Made In Good Faith**

11 As discussed above, CJ E&M's production consist of sensitive business
 12 information that merit the protection and designation of "Attorneys' Eyes Only."
 13 The documents concern negotiations of deals, sensitive marketing information, and
 14 the coordination of a business strategy with a business partner. (Yoo Decl. Exs. A-
 15 F.) Thus, the designations were neither indiscriminate nor done in bad faith.

16 Moreover, CJ E&M has consistently made efforts to cooperate with opposing
 17 counsel regarding its discovery obligations. Upon receiving DFSB's December 7,
 18 2015 meet-and-confer letter, CJ E&M stated the following:

19 Still, our desire is to avoid if at all possible any unnecessary discovery
 20 disputes. To assist us in re-evaluating our designations, can you identify the
 21 Bates ranges for which you find the designations problematic? Hopefully,
 22 we can resolve this issue informally, but if not, we will send you our portion
 23 of the joint stipulation by no later than Monday, December 14.

24 (Yoo Decl. Ex. G [December 10, 2015 Response to DFSB's Meet-and-confer
 25 Letter].) CJ E&M has yet to receive a response to that proposal. Thus, the Court
 26 should deny DFSB's motion on that basis.

27 To be sure, CJ E&M remains willing to reconsider its challenged designations
 28 provided that DFSB identify specific Bates ranges which it asserts are problematic.

3. Should award us costs for a frivolous motion

2 CJ E&M has incurred attorney fees in opposing DFSB's motion to compel.
3 Pursuant to Fed R. Civ. P. 37(a)(5)(B), this court has the authority to award CJ
4 E&M its reasonable attorney fees. DFSB's motion is unjustified and without merit
5 (and, at a minimum, premature) and this Court should award CJ E&M its attorney
6 fees incurred in opposing its motion.

8 | DATED: December 17, 2015

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17 | DATED: December 17, 2015

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24 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer of this document attests that all the
25 other signatories listed, and on whose behalf this filing is submitted, concur in the
filing's content and have authorized the filing.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 2121 Avenue of the Stars, Suite 2400, Los Angeles, CA 90067.

On December 17, 2015, I served true copies of the following document(s) described as **DISCOVERY MATTER: JOINT STIPULATION RE: PLAINTIFF DFSB KOLLECTIVE CO. LTD.'S MOTION TO COMPEL DEFENDANTS TO REMOVE BLANKET DESIGNATION OF PRODUCTION AS "HIGHLY CONFIDENTIAL" AND FOR FEES & COSTS INCURRED IN BRINGING THIS MOTION** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 17, 2015, at Los Angeles, California.

/s/ Lynne Burns
Lynne Burns

SERVICE LIST

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USDC Case No. 2:15-cv-01650-SVW-FFM

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